



Joseph C. Sullivan  
Mayor

**INVITATION FOR BIDS (IFB)**  
**MGL Chapter 30, Section 39M**

**SUBJECT: Elm Street Cemetery Cast Iron Fence Restoration**

**Awarding Authority:**

Mayor of the Town of Braintree

**Contact:**

Name & Title:	Christine Stickney Director
Town Department:	Planning & Community Development Department
Mailing Address:	1 JFK Memorial Drive, Braintree, MA 02184
E-Mail Address:	<a href="mailto:cstickney@braintreema.gov">cstickney@braintreema.gov</a>
Telephone Number:	781-794-8232

A non-mandatory pre-bid site visit will be held for all interested parties on Tuesday, August 15, 2017 at 11:30 AM at the Elm Street Cemetery – located between #25 and #69 Elm Street, Braintree, MA.

**IFB Documents Available (Date & Time):** August 2, 2017 9:00 am

**Submission Deadline (Date & Time):** August 30, 2017 3:00 pm



### **Legal Advertisement**

**Please bill to:**

Christine Stickney  
Planning and Community Development Office  
Town of Braintree  
1 JFK Memorial Drive  
Braintree, MA 02184  
Tel. 781-794-8230

**Patriot Ledger Run on Wednesday August 02, 2017**

### **Town of Braintree – Elm Street Cemetery Cast Iron Fence Restoration Invitation For Bid (IFB)**

The Town of Braintree, Massachusetts, through the Mayor (the Awarding Authority), with the recommendation of the Community Preservation Committee, invites sealed bids under MGL Chapter 30 Section 39M for the historic restoration of approximately 151 (+/-) liner feet of cast iron fence and two cast iron gates along the northern boundary of the Elm Street Cemetery (Cemetery) that is located between #25 and #69 Elm Street. The work requested is for the removal and off site restoration of cast iron fence sections, support posts, and gates including replication of missing sections and parts. All restoration work shall be completed in accordance with the *Elm Street Cemetery – Fence Restoration* plans and specifications dated July 2017 that will be included in bid packages and the Secretary of the Interior's Standards for the treatment of historic properties.

**Bid packages are available at <http://www.braintreema.gov/municipalfinance/Purchasing.html> or 1 JFK Memorial Drive, Braintree, MA in the Planning and Community Development Office (Mon-Fri 9am-3pm) beginning Wednesday, August 02, 2017.**

A non-mandatory pre-bid site visit will be held for all interested parties on Tuesday, August 15, 2017 at 11:30 AM at the Elm Street Cemetery – located between #25 and #69 Elm Street, Braintree, MA.

Each General Bid shall be accompanied by a bid deposit equal to five percent (5%) of the Bid amount and is subject to prevailing wages. Awarding of this contract is subject to available funding, Affirmative Action and Equal Opportunity guidelines and a payment bond of fifty percent (50%) of the contract price.

**The deadline for receipt of bid is Wednesday, August 30, 2017 at 3PM.** All General Bids will be publicly opened in the Fletcher Hall adjacent to the Planning Community Development Office at 1 JFK Memorial Drive (Town Hall), Braintree at 3:05 PM and read aloud. For further information or questions contact the Braintree Planning and Community Development office at (781) 794-8230.

This notice of IFB is also available at [www.masspublicnotices.org](http://www.masspublicnotices.org).

**Note: Required Contents of Bid Package may be found in Section 8.0.**

## **1.0 INTRODUCTION**

The Town of Braintree, Massachusetts, through the Mayor (the Awarding Authority), with the recommendation of the Community Preservation Committee, invites sealed bids under MGL Chapter 30 Section 39M for the historic restoration of approximately 151 (+/-) liner feet of cast iron fence and two cast iron gates along the northern boundary of the Elm Street Cemetery (Cemetery) that is located between #25 and #69 Elm Street. The work requested is for the removal and off site restoration of cast iron fence sections, support posts, and gates including replication of missing sections and parts. All restoration work shall be completed in accordance with the *Elm Street Cemetery – Fence Restoration* plans and specifications dated July 2017 and the Secretary of the Interior’s Standards for the treatment of historic properties.

## **2.0 KEY DATES FOR IFB**

August 2, 2017	Notice Posted in <u>Patriot Ledger</u> (Local Newspaper)
August 2, 2017	Notice Posted on Department Bulletin Board
August 2, 2017	Notice Posted on Town or School Website
August 2, 2017	Notice Published in Central Register
August 2, 2017	Notice Published in COMMBUYS
August 23, 2017	Deadline for Questions
August 23, 2017	Last Day Addenda will be issued
August 30, 2017 3:00	Bids Due
October 06, 2017 (projected)	Notice of Award by this Date

## **3.0 GENERAL REQUIREMENTS**

Note: If you have not obtained this IFB directly from the Department listed above, please register with the Department in order to receive any addenda which may become available.

3.1: **Due Date and Time:** Bid packages are due on August 30, 2017 at 3:00 pm . Bid packages must be delivered in person or via mail carrier to:

Town of Braintree  
Planning and Community Development  
1 JFK Memorial Drive  
Braintree, MA 02184

Postmarks will not be considered. Neither telephone nor email transmission of bids will be accepted. The Town shall not be responsible for bid packages arriving late due to couriers, deliveries to wrong addresses, express mailing service errors, etc. If, at the time that proposals are due, the office is closed due to uncontrolled events, proposals will be accepted until Noon on the next day that the office is open. For the purposes of determining whether a proposer has met the deadline, the clock on the computer of Christine Stickney shall indicate the official time. No individual extensions of this deadline will be granted. Late bids will be deemed “non-responsive” and will not be opened. They may be picked up by the bidder if so desired. Immediately following the bid deadline there will be a public bid opening in the Fletcher Hall adjacent to the Planning Community Development Office at 1 JFK Memorial Drive (Town Hall), Braintree.

3.2: **Marking of Bid Packages**: Bid materials must be placed in a sealed envelope, and labeled on the outside with: “**BID: Elm Street Cemetery Cast Iron Fence Restoration**”, followed by the bidder’s name, address, and contact name. No responsibility shall be attached to any person or persons for the premature openings of bids not properly marked.

3.3: **Modification/Withdrawal of Bids**: A bidder may correct, modify, or withdraw a bid by written notice received by the Town prior to the due date and time. Each modification package must be sealed and marked with the proposer’s name and address, and “Bid: Elm Street Cemetery Cast Iron Fence Restoration, Modification #\_\_\_”. The Modification must be a complete bid package. The highest numbered modification will be taken as the only submission by a bidder. No modifications or requests for withdrawal will be accepted after the bid due date and time.

3.4: **Bid Price Guarantee**: All submitted bids and associated price quotes must be guaranteed to the Town of Braintree for a period of 30 business days from the date of bid opening.

3.5: **Questions**: If bidders have any questions to ask about specifications or terms of the Invitation for Bids, they must be submitted in writing to the Contact Person listed for this bid, no later than the date shown for questions in “Key Dates for Bid”. No further consideration of questions will be given after the deadline for questions. Owing to the presence of SPAM filters etc., bidders are responsible for making sure that their questions have been received prior to the deadline. Questions should not be directed to any other person.

3.6: **Addenda**: In order to maintain a fair bidding environment, all responses to questions and comments received will be issued in the form of a written Addendum if it results in a change to the bid specifications or specifications. There will be a place on the bid form to acknowledge receipt of Addenda. Failure to acknowledge the receipt of Addenda on the Bid Submission Form may result in a rejection of that bid.

3.7: **Contract**: The successful bidder must execute a contract within five (5) business days of a Notice of Award. The contract agreement will be in the form customarily employed by the Town and a sample is attached (See Appendix A). If the successful bidder(s) fails to execute a contract within five (5) business days of a Notice of Award, the Town may by option determine that the bidder has abandoned the contract and award the contract to the next lowest bidder. Bidders should pay careful attention to **Insurance requirements**, which are listed in the Sample contract.

3.8: **References**: The Town may check references to determine if the proposing organization submitting the bid is a responsible contractor. The Town reserves the right to request references and to check references. At the discretion of the Town, any unfavorable reference checks or lack of experience with the required service may result in a bid rejection.

3.9: **Signature**: Important! Bids must be signed by one of the following:

- a) A corporate officer/partner/manager as listed with the MA Secretary of State;
- b) An individual who is authorized by a Corporate Certificate of Vote (Certificate must be provided with the Bid);
- c) An individual who is authorized by a Certificate of Authorization (see Appendix \_\_\_\_).

Note: Bidders often have questions about who may sign a bid. A salesperson or branch manager may sign a bid, but only if they have written authorization from a Corporate Officer\* to do so. This authorization may take the form of 1.9(b), or 1.9(c) above. If you are unsure, please contact Christine Stickney for clarification. Questions about who may properly sign a bid will be accepted until the due date/time for bids.

\*A Corporate Officer must be currently listed with the MA Secretary of State.

3.10: **Bid Rejection/Cancellation**: The Town of Braintree, acting through the Mayor, reserves the right to reject any or all bids, waive informalities, cancel the IFB and/or to award a contract in the best interest of the Town.

3.11: **Minimum Requirements**:

All cast iron work shall be performed by a “specialist” or “specialty contractor as defined herein, and who can demonstrate previous trade restoration experience on buildings or structures that are listed on the National Register of Historic Places (either individually or as part of a district) or are designated as National Historic Landmarks.

Further, this “Specialist” or “Specialty Contractor” shall demonstrate that they have done substantial cast iron restoration, repair on “monumental” buildings or “site work projects”. “Monumental” buildings would include Museums, Libraries, Courthouses, Town and City Halls, and historic office buildings; site work projects include cemeteries and parks.

Substantial shall be minimum of 3 projects with a value exceeding \$100,000 of historic cast iron restoration work.

3.12: **Tied Bids**: In the event of a low bid tie between two or more responsive and responsible bidders, the tied low bidders will be given the opportunity to resubmit bid pricing for the tied bid which will have a rebid deadline that is 72 hours after the original bid deadline utilizing the same delivery location and instructions.

3.13: **Time for Performance**: Work must be completed no later than 150 days from the notice to proceed. By submitting a bid, the bidder certifies that s/he has the resources available to complete the work by that date.

3.14: **Rule for Award**: A contract will be awarded to the qualified, responsible and responsive bidder with the lowest bid price for the work, and any alternates chosen by the Town.

3.15: **Subject to Law**: This procurement is subject to the requirements under MGL, Chapter 30, Section 39M. The procurement, contract and contract performance are subject to all applicable federal, state and municipal laws, regulations, codes, and ordinances as if fully written out here.

3.16: **Affirmative Action/Equal Opportunity**: The Town of Braintree is an affirmative action/equal opportunity owner/purchaser. The Bidder’s attention is directed to all applicable State Laws, Town Bylaws and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of a bidder to comply with any such law, bylaw, rule or regulation shall constitute grounds for the Town to reject a bid or to otherwise reject or terminate the award of the contract pursuant to these contract documents.

3.17: **Prevailing Wages**: Labor for this contract is subject to Prevailing Wages. If required, a Prevailing Wage schedule is attached to this bid.

3.18: **Bid Deposit**: Each bid must be accompanied by bid deposit in the form of a bid bond, cash, money order, cashier’s check, certified check, or a treasurer’s check, issued by a reputable bank or trust company, in the amount of five (5%) percent of the value of the proposed bid. Checks must be made payable to the Town of Braintree. Bids received without the mandatory

bid deposit will be rejected. If a bid bond is chosen, bond must be from a surety company licensed by the Commonwealth of Massachusetts and acceptable to the Town.

3.19: **Payment Bond**: A labor and materials payment bond in the amount of 50% of the contract price will be required from the successful bidder for a contract price over \$25,000.00. The bond must be from a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Town.

#### **4.0 SPECIFICATIONS**

Note to Bidders: The Town may use a proprietary specification to describe one or more supplies listed in the specifications. Such specifications are permitted under M.G.L. c. 30, §39M(b), provided that the use of the proprietary specification is in its best interest and that it will accept an “equal” of the item(s) specified. An item is considered equal if (i) it is at least equal in quality, durability, appearance, strength, and design; (ii) will perform the intended function at least equally; and (iii) conforms substantially, even with deviations, to the detailed requirements contained in the specifications. Bidders wishing to provide an equal item should do so with their bids. The Town shall have the sole right to determine whether or not said item is equal.

Specifications attached

## **5.0 SUPPLIER DIVERSITY**

The Town of Braintree encourages full participation in the bidding process by minority, women, veteran, service-disabled veteran, disability and lesbian, gay, bisexual and transgender-owned businesses.

**6.0 TOWN OF BRAINTREE BID FORM (2 pages)**

A. The undersigned proposes to supply the services specified below in full accordance with the Bid Package entitled: Elm Street Cemetery Cast Iron Fence Restoration, due date of August 30, 2017, for the contract price specified below, subject to additions and deductions according to the terms of the Specifications.

B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

C. The Bidder agrees to perform all bid work described in the specifications and shown on the plans, except for work identified under Alternates, for the following contract price:

\$ \_\_\_\_\_, written in words as

D. The Price for Alternates, as described in the Specifications:

1. Alternate # 1: Provide and install three coat zinc, epoxy, polyurethane paint system in lei of galvanized coating with stainless steel bottom and sub rail in lei of carbon steel.

Price: \_\_\_\_\_

E. Unit Prices: Should certain additional work be required, or should the quantities of certain classes of work be increased or decreased from those on which the Contract Sum is based, by order or approval of the Owner, the undersigned agrees that the following supplemental unit prices may be used as the basis of payment to him/her or credit to the Town for such addition, increase, or decrease in the work as determined solely by the Owner. Supplemental unit prices shall cover all costs, complete in place, and the prices given shall represent the exact amount per unit to be paid to the Contractor (in the case of additions or increases) or to be deducted from payments to the Contractor (in the case of deductions or decreases). No additional adjustments will be allowed for overhead, profit, insurance or other direct or indirect expenses of the contractor or Subcontractor beyond the prices as listed:

Item #1: Replace (1) double baluster @ \$ \_\_\_\_\_ per EA = \$ \_\_\_\_\_

Item #2: Replace (1) post cap @ \$ \_\_\_\_\_ per EA = \$ \_\_\_\_\_

Item #3: Replace (1) 1'-0" long section of top rail  
with new casting @ \$ \_\_\_\_\_ per EA = \$ \_\_\_\_\_

F. The undersigned agrees that, if selected as general contractor, we will within five (5) days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid. The general contractor shall furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth, and satisfactory

to the awarding authority, and each in the sum meeting the requirements spelled out in the General Conditions, the premiums for which are to be paid by the general contractor and are included in the contract price, provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

G. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

H. The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the

Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

---

**Company Name**

---

**City, State, Zip**

---

**Signature & Title of Person Signing Bid**

**\*See Section 1.9**

---

**Telephone:**

---

**Business Address**

---

**E-Mail Address**

## **8.0 REQUIRED CONTENTS OF BID PACKAGE**

**Must be in the following order:**

1. Bid Form
2. Bid Deposit
3. Certifications or Licenses as Requested by Department - None
4. Demonstrate Compliance with Minimum Requirements (see Qualification/Reference form)
5. Qualification/Reference Form
6. Certificate of Authorization
7. Certificate of Non-Collusion
8. Certificate of Tax Compliance
9. W-9 form

**9.0 QUALIFICATION/REFERENCE FORM (2 pages)**

All questions must be answered. If necessary, add additional pages. Note: It is the Bidder's responsibility to provide **CURRENT** telephone and email contact information for References.

1. Firm Name: \_\_\_\_\_

2. List all contracts currently in progress, showing contract amount and anticipated date of completion:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Have you ever failed to complete a contract awarded to you? \_\_\_\_yes \_\_\_\_no  
If yes, where and why?

\_\_\_\_\_  
\_\_\_\_\_

4. Have you ever defaulted on a contract? \_\_\_\_yes \_\_\_\_no  
If yes, provide details:

\_\_\_\_\_  
\_\_\_\_\_

5. Below, please provide information regarding the four most recent municipal or state contracts completed by your firm. Omission of a contract may be grounds for bid dismissal. Private contracts may be substituted if you have not completed four municipal or state contracts. Failure to list four contracts or to provide CURRENT contact information may be grounds for bid rejection.

A. Project Name: \_\_\_\_\_

Nature of Work Completed by your Firm: \_\_\_\_\_

Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Contact Person Name & Relationship to Project: \_\_\_\_\_

Contact Person Telephone: \_\_\_\_\_

Contact Person Email: \_\_\_\_\_

B. Project Name: \_\_\_\_\_  
Nature of Work Completed by your Firm: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Location: \_\_\_\_\_  
Dollar Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Contact Person Name & Relationship to Project: \_\_\_\_\_  
Contact Person Telephone: \_\_\_\_\_  
Contact Person Email: \_\_\_\_\_

C. Project Name: \_\_\_\_\_  
Nature of Work Completed by your Firm: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Location: \_\_\_\_\_  
Dollar Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Contact Person Name & Relationship to Project: \_\_\_\_\_  
Contact Person Telephone: \_\_\_\_\_  
Contact Person Email: \_\_\_\_\_

D. Project Name: \_\_\_\_\_  
Nature of Work Completed by your Firm: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Location: \_\_\_\_\_  
Dollar Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
Contact Person Name & Relationship to Project: \_\_\_\_\_  
Contact Person Telephone: \_\_\_\_\_  
Contact Person Email: \_\_\_\_\_

6. Below, please provide information regarding the three most recent contracts completed by your firm that exceeded \$100,000 of historic cast iron work on National Register of Historic Places properties. Projects must include substantial cast iron restoration, repair on “monumental” buildings or “site work projects” (“Monumental” buildings include: museums, libraries, courthouses, town and city halls and historic office buildings. Site work projects include cemeteries and parks). Omission of a contract may be grounds for bid dismissal. Failure to list three contracts or to provide CURRENT contact information may be grounds for bid rejection.

A. Project Name: \_\_\_\_\_  
National Register of Historic Places Property: \_\_\_\_\_

Description of Cast Iron Restoration Work Completed by your Firm: \_\_\_\_\_

Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Contact Person Name & Relationship to Project: \_\_\_\_\_

Contact Person Telephone: \_\_\_\_\_

Contact Person Email: \_\_\_\_\_

B. Project Name: \_\_\_\_\_

National Register of Historic Places Property: \_\_\_\_\_

Description of Cast Iron Restoration Work Completed by your Firm: \_\_\_\_\_

Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Contact Person Name & Relationship to Project: \_\_\_\_\_

Contact Person Telephone: \_\_\_\_\_

Contact Person Email: \_\_\_\_\_

C. Project Name: \_\_\_\_\_

National Register of Historic Places Property: \_\_\_\_\_

Description of Cast Iron Restoration Work Completed by your Firm: \_\_\_\_\_

Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Contact Person Name & Relationship to Project: \_\_\_\_\_

Contact Person Telephone: \_\_\_\_\_

Contact Person Email: \_\_\_\_\_

The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Town of Braintree in verification of the recitals comprising this statement of Bidder's qualifications and experience.

Date: \_\_\_\_\_ Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**10.0 SAMPLE CONTRACT BETWEEN THE TOWN OF BRAINTREE**  
**AND**  
**CONTRACTOR**

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the Town of Braintree, acting by and through its duly elected Mayor (hereinafter, the "Town") and CONTRACTOR, whereby the parties contract for services under the terms and conditions set forth herein.

**I. PARTIES**

The parties to this contract are the Town of Braintree, acting by and through its duly elected Mayor and CONTRACTOR. The Town of Braintree is a municipal corporation of the Commonwealth of Massachusetts having a principal place of business at One J. F. K. Memorial Drive, Braintree, MA 02184 and CONTRACTOR is a (corporation/sole proprietorship/limited liability company/ partnership) with a principal place of business at \_\_\_\_\_.

**II. DESIGNATED REPRESENTATIVES**

The Town designates Christine Stickney (name and title) and CONTRACTOR designates \_\_\_\_\_ (fill in name and title) as their authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Agreement at the addresses stated above.

**III. CONTRACT DOCUMENTS**

The contract documents shall consist of the following:

- 1) This Agreement;
- 2) Town's Invitation to Bid, due date of August 30, 2017;
- 3) CONTRACTOR's bid, dated \_\_\_\_\_;
- 4) CONTRACTOR's Certificate of Non-Collusion;
- 5) CONTRACTOR's Certificate of Tax Compliance; and
- 6) CONTRACTOR's Certificate of Authorization;
- 7) CONTRACTOR'S 50% Payment Bond, if applicable;
- 8) CONTRACTOR'S Certificate of Insurance;
- 9) CONTRACTOR's Additional Insured Endorsement Page; and
- 10) Prevailing Wage Schedule.

Such contract documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the Parties. If the terms of any of the documents are in conflict, the terms of this agreement shall prevail.

#### **IV. SERVICES**

The scope of services to be provided by CONTRACTOR is as follows:

Historic restoration of approximately 151 (+/-) liner feet of cast iron fence and two cast iron gates along the northern boundary of the Elm Street Cemetery (Cemetery) that is located between #25 and #69 Elm Street. The work requested is for the removal and off site restoration of cast iron fence sections, support posts, and gates including replication of missing sections and parts. All restoration work shall be completed in accordance with the *Elm Street Cemetery – Fence Restoration* plans and specifications dated July 2017 and the Secretary of the Interior's Standards for the treatment of historic properties. As outlined in the IFB, with a due date of August 30, 2017.

#### **V. QUALITY OF WORK**

CONTRACTOR represents that it will perform services for the Town using that degree of care and skill ordinarily exercised by and consistent with the standards applicable to persons performing similar services under similar conditions in the same locality. CONTRACTOR shall be liable for its services rendered under this Contract.

#### **VI. COMPENSATION**

On a monthly basis, CONTRACTOR shall submit invoices to the Town with any reasonable supporting documentation requested by the Town, reflecting the services performed during said month. Upon satisfactory review of said invoices and documentation, the Town shall remit payment to CONTRACTOR. Total compensation to be paid to CONTRACTOR pursuant to this contract shall not exceed \$\_\_\_\_\_.

#### **VII. TIME FOR PERFORMANCE**

All services to be performed pursuant to this contract shall be completed by CONTRACTOR no later than 150 days from the notice to proceed.

#### **VIII. SUBJECT TO APPROPRIATION**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by the Town Accountant.

#### **IX. ENFORCEABILITY OF CONTRACT**

This contract is binding upon and enforceable against the Town if this contract is signed by the Mayor, endorsed by the Town Accountant as to appropriation or availability of funds, and endorsed as to form by the Town Solicitor. This contract is binding and enforceable against CONTRACTOR if signed by their authorized representative.

#### **X. ASSIGNMENT**

CONTRACTOR shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon CONTRACTOR's assigns, transferees and/or successors in interest.

## **XI. PREVAILING STATUTORY AUTHORITY**

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

## **XII. CONFLICT OF INTEREST**

Both the Town and CONTRACTOR stipulate to the applicability of Massachusetts General Law Chapter 268A, the Conflict of Interest Statute. The Parties further stipulate that the terms and conditions of this contract expressly prohibit any activity which constitutes a violation of this statute. By executing this contract, CONTRACTOR certifies that neither it nor any of its agents, employers or subcontractors is in violation of Massachusetts General Laws Chapter 268A.

## **XIII. INSURANCE**

**CONTRACTOR shall maintain the insurance coverage listed below. With the exception of Workers' Compensation and Professional Errors and Omissions insurance coverage, CONTRACTOR is required by this agreement to name the Town of Braintree as an additional insured and to provide the Town with certificates of insurance coverage indicating that the Town of Braintree has been added as an additional insured under all insurance coverages required by this contract. Further, CONTRACTOR is required to provide the Town of Braintree with a copy of the current additional insured endorsement page, reflecting that the Town of Braintree has been listed as an additional insured, for each insurance policy to which the Town of Braintree has been added. If Subcontractors are used, all of the provisions of this section apply to the Subcontractor(s).**

- A. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- B. Automobile Liability (applicable for any CONTRACTOR/consultant who has an automobile operating exposure) in the amount of \$1,000,000 for bodily injury and property damage per accident;
- C. Professional Errors and Omissions Liability (applicable for any CONTRACTOR/consultant providing design, architectural, engineering, financial advising or similar services) in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate;
- D. Pollution Liability (applicable for any CONTRACTOR/consultant who has pollution exposure) in the amount of \$3,000,000 for each occurrence and \$3,000,000 in the aggregate;
- E. Umbrella Liability of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate; and
- F. Workers' Compensation and Employer's Liability in the amount as may be required by Massachusetts General Laws Chapter 152.

The parties acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the CONTRACTOR to be awarded this contract. The types of insurance and coverage limits stated herein are not intended in any way to limit the

CONTRACTOR's liability for any damages arising from the CONTRACTOR's performance of services under this contract.

The CONTRACTOR is required to maintain the above-referenced insurance coverage throughout the duration of this contract. If, at any time while this contract is in effect, any of the above insurance coverages should lapse, the CONTRACTOR shall immediately notify the Town of Braintree, and within thirty (30) days of said lapse, the CONTRACTOR shall provide the Town of Braintree with a new certificate of insurance coverage.

#### **XIV. INDEMNIFICATION**

CONTRACTOR hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of CONTRACTOR's performance of its obligations under this contract by itself or a subcontractor, officer, agent or employee.

#### **XV. TERMINATION**

This contract may be terminated by either party upon receipt of thirty (30) days advance written notice by certified mail to the Designated Representative identified in Paragraph II. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. CONTRACTOR shall then submit a final bill based on work actually performed. There shall be no penalty for termination for the convenience of the Town.

#### **XVI. BREACH OF CONTRACT**

Failure of CONTRACTOR to comply with any of the terms or conditions of the contract shall be deemed a material breach of contract, and the Town shall have all the rights and remedies provided in the contract documents, including the right to terminate or suspend the contract and to pursue its rights in any and all actions of law or equity or other proceedings with respect to a breach of contract.

In the event that a breach of contract may occur, this contract may be deemed null and void upon fourteen (14) days written notice by certified mail to the Designated Representative identified in Paragraph II, and the Town may pursue any remedies deemed necessary to secure the interests of the Town, provided, however, that this contract shall be and remain in full force and effect, and no action shall be taken by the Town if CONTRACTOR cures said breach within the fourteen day period.

#### **XVII. CERTIFICATION OF TAX COMPLIANCE**

This contract shall include a certification by CONTRACTOR that CONTRACTOR is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, as required by Massachusetts General Laws Chapter 62C, §49A. Said Certification is attached hereto.

**XVIII. PREVAILING WAGE RATES** (applicable to any public works or public building project, including tree removal)

CONTRACTOR represents that it shall comply with the provisions for prevailing wages as governed by M.G.L.c.149, §§26-27, and as established by the Department of Labor, Division of Occupational Safety. CONTRACTOR shall furnish the Town a copy of CONTRACTOR's certified weekly payroll records throughout the duration of this Agreement.

In addition, CONTRACTOR shall be responsible for ensuring that it, and any of its subcontractors, furnish the Department of Labor and Workforce Development/Division of Occupational Safety a Statement of Compliance with the provisions of M.G.L.c.149, §§26-27 upon completion of the services performed under this Agreement.

For CONTRACTOR:

For the Town of Braintree:

\_\_\_\_\_  
(Signature, Title)

Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph C. Sullivan, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph H. Reynolds  
Chief of Staff & Operations

Approved As to Form:

Recommended by:

\_\_\_\_\_  
Lisa S. Maki  
Town Solicitor

\_\_\_\_\_  
Department Director

Approved as to Available Funds

\_\_\_\_\_  
Mark Lin, Town Accountant  
Account No.: \_\_\_\_\_  
Purchase Order No.: \_\_\_\_\_

Certificate of Authorization

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, \_\_\_\_\_ is: (CHECK ONE)  
(Name of Company/Consultant/Corporation)

\_\_\_\_\_ A. a corporation formed and existing under the laws of the state of \_\_\_\_\_, and pursuant to the corporate by-laws, \_\_\_\_\_  
(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

\_\_\_\_\_ B. a limited liability company or a partnership formed and existing under the laws of the state of \_\_\_\_\_, and pursuant to the limited liability company agreement or partnership agreement, \_\_\_\_\_  
(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said company or partnership. Such execution of any contract or obligation in this company or partnership's name on its behalf by such duly authorized individual shall be valid and binding upon the company or partnership.

\_\_\_\_\_ C. is a sole proprietorship owned an operated exclusively by the undersigned.  
\_\_\_\_\_  
(Insert Name and Title of Authorized Representative)

Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

\_\_\_\_\_  
Signature:  
**(Must be signed by Corporate Officer, Partner, or Sole Proprietor)**

\_\_\_\_\_  
Print Name of Above

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CERTIFICATION OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work “person” shall mean any natural person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

For (Vendor/Company) \*

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*Must be signed by the person signing the bid, proposal, or contract.

**CERTIFICATION OF TAX COMPLIANCE**

I, \_\_\_\_\_, for \_\_\_\_\_,  
(Name of representative, position/title) (Company / Consultant)

a Company, Consultant or Corporation existing or formed under the laws of the  
\_\_\_\_\_, having a principal place of business at  
(state)

\_\_\_\_\_, hereby certify that the  
(Company/Consultant/Corporation Business Address)

Company/Consultant/Corporation is in full compliance with all laws of the  
Commonwealth of Massachusetts relating to taxes, as required by  
Massachusetts General Laws, Chapter 62C, Section 49A.

Signed under pains and penalties of perjury this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(signature of representative/position/title)

\_\_\_\_\_  
(print name of person signing above)

Date: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See specific instructions on page 2.	Name (as shown on your income tax return) <b>Town of Braintree</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) <b>One JFK Memorial Drive</b> City, state, and ZIP code <b>Braintree, MA 02184</b> List account number(s) here (optional)	Requester's name and address (optional)

<b>Part I Taxpayer Identification Number (TIN)</b>																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																				
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>	Social security number												-						
Social security number																				
			-																	
<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td>0</td><td>4</td><td>-</td><td>6</td><td>0</td><td>0</td><td>1</td><td>0</td><td>9</td><td>7</td></tr> </table>	Employer identification number									0	4	-	6	0	0	1	0	9	7
Employer identification number																				
0	4	-	6	0	0	1	0	9	7											

<b>Part II Certification</b>
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.  
**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

PREVAILING WAGE RATES